

**CHIEF INFORMATION OFFICE (CIO)
COUNTY OF LOS ANGELES**

**REQUEST FOR PROPOSALS
FOR
DIGITAL AERIAL IMAGERY DATA AND SERVICES
FOR THE
LOS ANGELES REGION
IMAGERY ACQUISITION CONSORTIUM (LAR-IAC)**

JUNE 2005

**Prepared By:
Chief Information Office, County of Los Angeles
with the cooperation of the
Department of Regional Planning and other participants**

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1.0 INTRODUCTION

1.1 Purpose

The Chief Information Office (CIO) of the County of Los Angeles is issuing this Request for Proposals (RFP) to solicit proposals for a contract with an organization which can provide digital aerial imagery data and services for the Los Angeles Region Imagery Acquisition Consortium (LAR-IAC). Final products to be delivered under this contract are outlined in Appendix B (Statement of Work).

The LAR-IAC will acquire digital aerial imagery products for the entire County with very high spatial precision and accuracy for its participating members. New color ortho imagery will be obtained at 4" resolution for the more populated areas of the County (3,000+ sq. miles) while 1' resolution imagery will be obtained for the County's less populated areas (approx. 1,100 sq. miles). A new terrain model will be acquired from Light Detection and Ranging (LiDAR) Digital Terrain Datasets with interpretation of breakline data from ortho imagery. The Digital Terrain Datasets will support 2' elevation contours generation. New color oblique imagery will be obtained as well as an option for processing color infrared imagery as a byproduct of the ortho imagery acquisition. The Quality Assurance / Quality Control (QA/QC) for this program will be performed by the individual contractors as well as an independent firm. The County and other members of the LAR-IAC intend to apply the regional imagery products to their current GIS and web mapping systems and to use them for computer aided design (CAD) and preliminary engineering design applications.

The intent of this RFP is not to define the specific methodology for generating deliverables, and Proposers are encouraged to propose the most cost effective solution to satisfy specifications, requirements and deliverables set forth in the Appendix B (Statement of Work).

1.2 Background

1.2.1 Previous Los Angeles County Imagery Projects

Over the last two decades, various photogrammetry projects throughout the County have provided valuable information for County departments.

In the year 2000, several County departments acquired one-foot resolution true color aerial photos combined with a detailed IFSAR Digital Elevation Model (DEM) and ten-foot contours for the entire County. The aerial photos have been integrated with GIS layers such as parcels, jurisdictional boundaries, fire zones, general plan land use policy, and environmental resources, among others. This project was a joint venture among the County Assessor, the Department of Regional Planning, the Department of Public Works and the CIO. The data has since been transferred to several other County departments, all with access to this data source. The data is served on department intranets and through the County's backbone network, LA-NET, to reach thousands of County users.

The precision of the aerial photos for the populated areas of the County is one-foot resolution (approximately 3,000 sq. miles); for the less populated areas of the County, such as the national forests and Edwards Air Force Base, the resolution is either one or two meter (approximately 1,100 sq. miles). In addition to the digital ortho aerial photos, a digital elevation model (DEM) of the entire County was created using the latest Interferometric Synthetic Aperture Radar (IFSAR) technology. It has a precision of 1-meter vertical and 2.5 meter horizontal accuracies and was used to create contours at ten-foot intervals.

In 2003, the same County departments, along with the Department of Beaches and Harbors, entered into a contract to acquire oblique aerial digital imagery (OADI). This OADI project acquired imagery to cover 4,100 square miles of Los Angeles County. The oblique images (taken at an approximate 45 degree angle) give a more realistic perspective of the earth and provide a valuable visualization tool for County staff. The imagery database and accompanying software allow users to overlay GIS data layers onto oblique imagery, making it possible to zoom in on any parcel and view the sides

of buildings, measure their heights, look at them from several different angles and find elevation for any point on the photo. The imagery is assisting the participating departments in many activities, including property assessment, facilities management, flood control and road design, planning and zoning activities, and zoning enforcement.

1.2.2 Los Angeles Region Imagery Acquisition Consortium

The County had planned to acquire new terrain data and update its OADI in the winter of 2005/06. In preparing to do so, the County became aware that several cities within the County, including the City of Los Angeles and City of Santa Clarita, had similar projects underway, and more such projects were about to begin in other cities. In light of the concurrent duplicative efforts being undertaken, the concept of a region-wide consortium for the acquisition of the data was developed.

The model of a consortium for data acquisition purposes has been successfully employed previously throughout various metropolitan regions of the United States, including the cities of Denver, Colorado and Dallas/Ft. Worth, Texas. LAR-IAC will pool resources from various County departments, many cities within the County, and several other agencies, including, for example the California Department of Transportation (Caltrans).

1.3 Interpretation of Request for Proposals

The definitions and other rules of interpretation set forth in Appendix A (Sample Agreement) of this RFP and the exhibit thereto also apply to interpretation of the RFP.

1.4 RFP Timetable

1.4.1 Schedule

- Release of RFPJune 28, 2005
- Mandatory Proposers Conference.....July 7, 2005 at 9:00 a.m.*
- Written Questions Due.....July 12, 2005 at 12:00 p.m.
- Response to Written Questions Due (to Proposers).....July 19, 2005
- Proposals and sample imagery dueAugust 2, 2005 at 5:00 p.m.

*** All times are Pacific Daylight Savings Time**

1.4.2 Mandatory Proposers' Conference

A mandatory Proposers Conference will be held to discuss the RFP. All potential Proposers *must* attend this meeting, scheduled as follows:

Date: July 7, 2005

Time: 9:00 a.m.

**Address: County Hall of Administration
500 W. Temple Street, Room 743
Los Angeles, CA 90012**

It is strongly recommended to potential Proposers that their photogrammetrist and/or GIS professional(s) and/or technical staff also attend the Proposer's conference.

1.5 General Conditions of Request for Proposals

1.5.1 County Rights & Responsibilities

The County has the right to amend this RFP by written addendum. The County is responsible only for that which is expressly stated in this RFP and any authorized written addenda hereto. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

1.5.2 Contract Term

The contract term shall be for a period of one (1) year. The contract shall commence on or about September, 2005 following Board of Supervisors' award. The original one (1) year contract term will be completed by the end of September, 2006. The CIO will have the discretionary authority to extend this contract for two (2) - one (1) year time periods, if the CIO determines that it is in the best interest of the County.

1.5.3 Contract Rates

The Contractor's rates shall remain firm and fixed for the term of original one (1) year contract.

1.5.4 Days of Operation

The Contractor shall be required to provide digital aerial imagery data and services (Services) Monday through Friday. The Contractor is not required to provide Services on County-recognized holidays. The County's Contract Monitor will provide a list of the County holidays to the Contractor at the time the contract is approved, and annually, at the beginning of each calendar year.

1.5.5 Contact with County Personnel

Any contact with County personnel regarding this RFP or any matter relating hereto must be in writing and may be mailed, e-mailed or faxed to the following (except for Sub-paragraph 2.3 regarding Question Submittal during Mandatory Proposers' Conference):

John McIntire, Associate CIO
Chief Information Office
500 W. Temple Street, Suite 493
Los Angeles, CA 90012
e-mail address: jmcintire@co.la.ca.us
fax # (213) 633-4732

1.5.6 Formal Board Approval for Contract

Acceptance or recommendation of a proposal by the CIO does not constitute formation of a contract. A contract can be created only by formal approval by the Los Angeles County Board of Supervisors and executed according to law.

1.5.7 County Option to Reject Proposals

The County may, at its sole discretion, reject any or all proposals submitted in response to this RFP. The County shall not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal. The County reserves the right to waive inconsequential disparities in a submitted proposal.

1.5.8 Administrative Review Process

The Proposer shall be notified in writing if the County determines that their proposal is incomplete or non-responsive to this RFP. The letter shall state specifically what is missing in the proposal. Upon receipt of the letter, the Proposer may request an Administrative Review. The Request must be received within the deadline specified in the letter, it must include a copy of the letter received from the County, and it must itemize in full and complete detail each matter presented, as well as the factual and/or legal reason(s) for the requested review.

The Request should be submitted to:

John McIntire, Associate CIO
Chief Information Office
500 W. Temple Street, Suite 493
Los Angeles, CA 90012

Any Request which strictly complies with the foregoing will be referred for consideration by County reviewer(s) not otherwise involved with the evaluation

process. The Proposer shall be notified in writing of the County's decision regarding the Administrative Review.

1.5.9 Notice to Proposers' Regarding the Public Records Act

Responses to this RFP shall become the exclusive property of the County. At such time as the CIO recommends Proposer(s) to the Board of Supervisors (Board) and such recommendation appears on the Board agenda, all such proposals submitted in response to this RFP become a matter of public record, with the exception of those parts of each proposal which are defined by the Contractor as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."

The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of exception. The Proposer(s) must specifically label only those provisions of the proposal which are "Trade Secrets," "Confidential," or "Proprietary" in nature.

1.5.10 Indemnification and Insurance

Contractor agrees to comply with the indemnification provisions contained in the - Appendix A (Sample Agreement, Paragraph 17, 19). The Contractor shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in the Appendix A (Sample Agreement, Paragraph 18).

1.5.11 SPARTA Program

A County program, known as 'SPARTA' (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Contractors in obtaining affordable liability insurance. The SPARTA Program is administered by the County's insurance broker, Municipality Insurance Services, Inc.

For additional information, a Proposer may call (800) 420-0555 or contact them through their e-mail address: carol@2sparta.com

1.5.12 Injury & Illness Prevention Program (IIPP)

Contractor shall be required to comply with the State of California's Cal OSHA's regulations. Section 3203 of title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program

(IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

1.5.13 Background and Security Investigations

Background and security investigations of Contractor's staff may be required at the discretion of the County as a condition of beginning and continuing work under any resulting agreement. The cost of background checks is the responsibility of the Contractor.

1.5.14 Contractor Employee Acknowledgment

Contractor shall be required to comply with the Confidentiality provision contained in Appendix A (Sample Agreement, Paragraph 24). Contractor shall ensure that it obtains and submits to the County, a signed "Contractor Employee Acknowledgment, Confidentiality, and Assignment Agreement" as specified in Appendix A (Sample Agreement, Exhibit G), for each employee performing services under the Contract before execution of the Contract.

Contractor shall also ensure that it obtains and submits to the County, a signed "Non-Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement" as specified in Appendix A (Sample Agreement, Exhibit G), for each non-employee performing services under the Contract before execution of the Contract.

1.5.15 Conflict of Interest

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFP, or any competing RFP, nor any spouse, nor economic dependent of such employees, shall be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Contractor. Proposer shall certify that he is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in the Certification of No Conflict of Interest, set forth in Appendix D (Required Forms, Exhibit 6).

1.5.16 Determination of Proposer Responsibility

a. Responsible Proposer

A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Proposers.

b. Chapter 2.202 of the County Code

Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations, which are the fault of, the subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.

c. Non-responsible Proposer

The County may declare a Proposer to be non-responsible for purposes of this contract if the Board of Supervisors, in its discretion, finds that the Proposer had done any of the following: (1) committed any act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform this contract with the County or a contract with any other public entity, or engaged in a pattern or practice which negatively reflects on same; (2) committed an act or omission which indicates a lack of business integrity or business honesty; or (3) made or submitted a false claim against the County or any other public entity.

d. Intention to Recommend to the Board of Supervisors

If there is evidence that the apparent highest ranked Proposer may not be responsible, the CIO shall notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board of Supervisors that the Proposer be found not responsible. The CIO shall provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence that is the basis for the CIO's recommendation. If the Proposer fails to avail itself of the opportunity to rebut the CIO's evidence, the Proposer may be deemed to have waived all rights of appeal.

e. Recommendation to the Board of Supervisors

If the Proposer presents evidence in rebuttal to the CIO, the CIO shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Proposer shall reside with the Board of Supervisors.

f. Subcontractors of Proposers

These terms shall also apply to proposed subcontractors of Proposers on County contracts.

1.5.17 Proposer Debarment

a. Chapter 2.202 of the County Code

The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer from bidding on other County contracts for a specified period of time, not to exceed three (3) years, and the County may terminate any or all of the Proposer's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Proposer has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

b. Notice to Proposer

If there is evidence that the apparent highest ranked Proposer may be subject to debarment, the CIO shall notify the Proposer in writing of the evidence, which is the basis for the proposed debarment, and shall advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.

c. Contractor Hearing Board

The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or Proposer's representative shall be given an opportunity to submit evidence at that

hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. If the Proposer fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Proposer may be deemed to have waived all rights of appeal.

d. Presentation to Board of Supervisors

A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

e. Subcontractors of Proposers

These terms shall also apply to proposed subcontractors of Proposers on County contracts.

f. Debarment List

Appendix H (Debarment List) is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

1.5.18 Proposer's Adherence to County's Child Support Compliance Program

Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through employment or contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable State and Federal provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings

Withholding Orders or County's Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5245(b).

1.5.19 Gratuities

a. Attempt to Secure Favorable Treatment

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of the contract or that the Proposer's failure to provide such consideration may negatively affect the County's consideration of the Proposer's submission. A Proposer shall not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the contract.

b. Proposer Notification to County

A Proposer shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the Proposer's submission being eliminated from consideration.

c. Form of Improper Consideration

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

1.5.20 Notice to Proposers Regarding the County Lobbyist Ordinance

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person,

corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Proposer to review the ordinance independently as the text of said ordinance is not contained within this RFP. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code by completing and submitting the Familiarity of the County Lobbyist Ordinance Certification, as set forth in Appendix D (Required Forms, Exhibit 7), as part of this proposal.

1.5.21 Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015. Please see Appendix J (IRS Form 1015) for reference.

1.5.22 Consideration of GAIN/GROW Participants for Employment

As a threshold requirement for consideration for contract award, Proposers shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Additionally, Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for contract award.

Proposers shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in Appendix D (Required Forms, Exhibit 10), along with their proposal.

1.5.23 County's Quality Assurance Plan

After contract award, the County or its agent will evaluate the Contractor's performance under the contract on a periodic basis. Agency deficiencies which the County determines are severe or continuing and that may jeopardize performance of the contract will be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the contract in whole or in part, or impose other penalties as specified in the contract.

1.5.24 Recycled Paper

Proposer shall be required to comply with the County's policy on recycled paper as specified in Appendix A (Sample Agreement, Sub-paragraph 82).

1.5.25 County Policy on Doing Business with Small Business

a. Introduction

The County of Los Angeles has adopted a uniform definition of small business and a policy for assisting small businesses to ensure that small businesses are not disadvantaged by the contracting and acquisition process and that programs are implemented to assist them in fair, open competition.

b. Definition of a Small Business

The County definition of a small business is:

- Independently owned and operated;
- Not dominant in its field;
- Under the Small Business Act (SBA) size standard (based on the average number of employees for the preceding 12 months or on sales volume averaged over a three-year period) for the particular business/industry defined by the Federal Standard Industrial Classification (SIC) code.

c. Code of Federal Regulations

This definition is the same as the SBA's definition. Detailed information about the SBA's size regulations is available in the Code of Federal Regulations (CFR) Title 13, Chapter 1, Part 121.

The CFR is also available on the Internet at the following address:

<http://www.access.gov/nara>

d. Selection Without Regard to Small Business Status

The County will not be certifying small businesses. Small business certifications from other agencies that utilize the SBA and County definition shall be accepted by the County as documentation of “small business” status. At this time, data on documented small businesses is being requested for statistical purposes only. On final analysis and consideration of award, the Vendor will be selected without regard to the small business designation.

e. County Policy

The County of Los Angeles’ Policy on doing Business with Small Business is shown as Appendix E

1.5.26 Mandatory Requirements to Register on County’s WebVen

Prior to a contract award, all potential Contractors must register in the County’s WebVen. The WebVen contains the Contractor’s business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County’s home page at www.co.la.ca.us under “Doing Business With Us.”

1.5.27 Jury Service Program

Jury Service Program

The prospective contract is subject to the requirements of the County’s Contractor Employee Jury Service Ordinance (“Jury Service Program”) (Los Angeles County Code, Chapter 2.203). Proposers should carefully read Appendix K (Jury Service Program) and the pertinent jury service provisions of Appendix A (Sample Agreement, Sub-paragraph 55), both of which are incorporated by reference into and made part of this RFP. The Jury Service Program applies to both Contractors and their Subcontractors. Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

a. The Jury Service Program requires Contractors and their Subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service.

The policy may provide that employees deposit any fees received for

such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

b. There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation or other entity which has a contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract is less than \$500,000, and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

c. If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Certification Form and Application for Exception, in Appendix D (Required Forms, Exhibit 13), and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

1.5.28 Local Small Business Enterprise Preference Program

"In evaluating bids (proposals), the County will give preference to businesses that are certified by the County as a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204 of the Los Angeles County Code. A Certified Local SBE is a business: 1) certified by the State of California as a small business enterprise; 2) having its principal office currently located in Los Angeles County for a period of at least the past 12 months; and 3) certified by Office of Affirmative Action Compliance as meeting the requirements set forth in 1 and 2 above. Certified Local SBEs must request the SBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed. County must verify Local SBE certification prior to applying the preference. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.

Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1986 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at <http://www.pd.dgs.ca.gov/smbus/default>."

1.5.29 No Payment for Services Provided Following Expiration / Termination of Agreement

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of the contract. Should Contractor receive any such

payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of the contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of the contract.

2.0 PROPOSAL SUBMISSION REQUIREMENTS

2.1 Minimum Mandatory Requirements

Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in Appendix B (Statement of Work) of this RFP are invited to submit proposal(s), provided they meet the following requirements:

1. Proposer must have five (5) years experience providing digital aerial imagery services or services equivalent or similar to the Services identified in Appendix B (Statement of Work).
2. Proposer must have a Contract Manager with three (3) years of experience.
3. Proposer must comply with the RFP format and requirements set forth in the Proposal Submission Requirements, Section 2.0, of this RFP when submitting its proposal.
4. Proposer must respond positively to a willingness to hire GAIN/GROW participants. (Reference Sub-paragraph 1.5.22 of this RFP)
5. Proposer must certify intent to comply with the County's Child Support Compliance Program. (Reference Sub-paragraph 1.5.18 of this RFP)
6. Proposer must comply with the County's Jury Service Program. (Reference Sub-paragraph 1.5.27 of this RFP).

2.2 Proposal Withdrawals

All proposals shall be firm offers and may not be withdrawn for a period of one hundred eighty (180) days following the last day to submit proposals.

2.3 Proposers' Questions

Proposers may submit written questions regarding this RFP by mail, fax or e-mail to the LAR-IAC Project Director, John McIntire, identified below. All questions must be received by July 12, 2005 at 12:00 noon PST. All questions, without identifying the submitting company, will be compiled with the appropriate written answers and sent to all Proposers by July 19, 2005.

Questions should be addressed to:

John McIntire, Associate CIO
Chief Information Office
500 W. Temple Street, Suite 493
Los Angeles, CA 90012
e-mail address: jmcintire@co.la.ca.us
fax # (213) 633-4732

2.4 Submission of Application for Exception and Certification Form for the County's Jury Service Program

The Proposer must complete and submit with their proposal the Application for Exception and Certification Form for the Jury Service Program, as set forth in Appendix D (Required Forms, Exhibit 13).

If a Proposer believes that it does not fall within the Jury Service Program's definition of Contractor or that it meets either of the other exceptions stated in Sub-paragraph 1.5.27 of this RFP, then the Proposer must complete and submit with their proposal to the County, the Application for Exception and Certification Form for the Jury Service Program, as set forth in Appendix D (Required Form, Exhibit 13), including all necessary documentation to support the claim.

2.5 Proposal Submission

Until the proposal submission deadline, errors in proposals may be corrected by a request in writing to withdraw the proposal and by submission of another set of proposals with the mistakes corrected. Corrections will not be accepted once the deadline for submission of proposals has passed.

The original proposal and seven (7) copies including samples (in hard copy and digital form; data and sample imagery can be submitted with only one copy) shall be enclosed in a sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of the Proposer and bear the words:

“PROPOSAL FOR DIGITAL AERIAL IMAGERY DATA AND SERVICES FOR THE LAR-IAC” - CIO

The proposal(s) shall be delivered or mailed to:

John McIntire, Associate CIO
Chief Information Office
500 W. Temple Street, Suite 493
Los Angeles, CA 90012

It is the sole responsibility of the submitting Proposer to ensure that its proposal is received before the submission deadline. Submitting Proposers shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. Any proposals received after the scheduled closing time for receipt of proposals, as listed in Sub-paragraph 1.4.1 above, will be returned to the sender unopened. Timely hand-delivered proposals are acceptable. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

2.6 Preparation of the Proposal

All proposals must be bound and submitted in the prescribed format. Any proposal that deviates from this format may be rejected without review at the County's sole discretion.

2.7 Proposal Format

The content and sequence of the proposal must be as follows:

- Transmittal Letter
- Table of Contents
- Executive Summary (Section A)
- Proposer's Qualifications (Section B)
- Proposer's Approach to Provide Required Services including Samples (Section C)
- Proposer's Quality Control Plan (Section D)
- Living Wage Compliance (Section E) (if applicable)
- Acceptance/Exception to Terms and Conditions in Sample Agreement (Section F)
- Additional Data (Section G)
- Required Forms (Section H)
- Last Page of Proposal

2.7.1 Transmittal Letter

The transmittal letter must be a maximum of one (1) page, transmitting the proposal on the Proposer's stationery. The transmittal letter must include the Proposer's name, address, telephone and facsimile numbers of the person or persons to be used for contact and who will be authorized to represent the firm.

The transmittal letter must bear the signature of the person authorized to

sign on behalf of the Proposer and to bind the applicant in a contract. The letter shall indicate whether or not the Proposer intends to perform the contract as a single Proposer. The letter must contain a statement that the Proposer will bear sole and complete responsibility for all work as defined in Appendix B (Statement of Work).

2.7.2 Table of Contents

The Table of Contents must be a comprehensive listing of material included in the proposal. This section must include a clear definition of the material, identified by sequential page numbers and by section reference numbers/letters.

2.7.3 Executive Summary (Section A)

Section A, the Executive Summary, shall condense and highlight the contents of the Proposer's proposal to provide the CIO with a broad understanding of the Proposer's approach, qualifications, experience, and staffing.

2.7.4 Proposer's Qualifications (Section B)

Section B must demonstrate that the Proposer's organization has the experience and financial capability to perform the required services. The following sections must be included:

Proposer's Background and Experience (Section B.1)

Proposer must provide a summary of relevant background information to demonstrate that they meet the minimum requirements stated in Sub-paragraph 2.1 and has the capability to perform the required services as a corporation or other entity.

Identify by name, case and court jurisdiction any pending litigation in which Proposer is involved, or judgments against Proposer in the past five (5) years. Provide a statement describing the size and scope of any pending or threatening litigation against the Proposer or principals of the Proposer.

Proposer's References (Section B.2)

It is the Proposer's sole responsibility to ensure that the firm's name, and point of contact's name, title and phone number for each reference is accurate. The Proposer must complete and include Exhibits 11 and 12 as set forth in Appendix D (Required Forms).

a. *Prospective Contractor List of Contracts, Exhibit 11.*

The listing must include all County contracts for the last three (3) years. Use additional sheets if necessary.

b. *Prospective Contractor References, Exhibit 12.*

Proposer must provide a minimum of five (5) references where the same or similar scope of services were provided. The same references may be listed on both forms.

c. Contracts terminated within the past three (3) years must be listed separately with a reason for termination.

Financial Capability (Section B.3)

Provide copies of the company's most current and prior two (2) fiscal years (for example 2003, 2002, and 2001) financial statements. Statements should include the company's assets, liabilities and net worth. At a minimum, include the Balance Sheet (Statement of Financial Positions), Income Statement (Statement of Operations), and the Retained Earnings Statement. If audited statements are available, these should be submitted to meet these requirements. Do not submit Income Tax Returns to meet these requirements. Financial statements will be kept *confidential* if so stamped on each page.

2.7.5 Proposer's Quality Control Plan (Section D)

Section D must present a comprehensive Quality Control Plan to be utilized by the Proposer to ensure the required services are provided as specified. The plan shall include an identified monitoring system covering all the provided services and methods for identifying and preventing deficiencies in the quality of services, specifically, the following factors must be included in the plan:

- Activities to be monitored to ensure compliance with all Contract requirements;
- Monitoring methods to be used;
- Frequency of monitoring;
- Samples of forms to be used in monitoring;
- Title/level and qualifications of personnel performing monitoring functions; and
- File of all monitoring results, including any corrective action taken.

2.7.6 Acceptance/Exception to Terms and Conditions in Sample Agreement (Section F)

Section F must include a statement offering the Proposer's acceptance of all terms and conditions listed in Appendix A (Sample Agreement). A duty of every Proposer is to review the Sample Agreement. Any and all exceptions to this Sample Agreement must be set forth in detail in this section, together with reasons, proposed alternative language, and impact, if any, to the Proposer's price. The County relies on this procedure and any Proposer who fails to make timely exceptions as required herein at the County's sole discretion may be barred from later making such exceptions.

The County reserves the right to make changes to the Sample Agreement at its sole discretion.

2.7.7 Additional Data (Section G)

Section G must be entitled "Additional Data" and will contain material and data not specifically requested for evaluation, but which the Proposer wishes to submit. This may include, but not limited to, the following items:

- Standard sales brochures and materials with minimal technical content;
- Pictorial material of the type used as space fillers; and
- General narrative of non-specific nature.

2.7.8 Required Forms (Section H)

Section H must be entitled "Required Forms From Proposer" and shall contain the following forms, signed/dated where applicable. All of the following forms are provided in Appendix D (Required Forms).

Exhibit 6 Certification of No Conflict of Interest

Proposer must certify that no employee who prepared or participated in the preparation of this proposal is within the purview of County Code Section 2.180.010.

Exhibit 7 Familiarity of the County Lobbyist Ordinance Certification

Proposer must certify that they are familiar with the requirements of the County Lobbyist Ordinance and that all persons acting on behalf of the Proposer have and will comply with the ordinance during the RFP process.

Exhibit 8 Los Angeles County Community Based Enterprise (CBE) Program (regarding Minority, Women, Disadvantaged, and Disabled Veteran Owned Businesses)

Exhibit 9 Proposer's EEO Certification

Proposer must comply with EEO laws, regulations and policies.

Exhibit 10 Attestation of Willingness to Consider GAIN/GROW Participants

2.7.9 Last Page of Proposal

The last page of the proposal must list names of all joint ventures, partners, subcontractors or others having any right or interest in the contract or the proceeds thereof. The page must include the signature of the person authorized to bind the applicant in a contract, as follows:

Respectfully submitted,

(Firm or Corporate Name)

By_____

By_____

Date_____

Address_____

City_____

Telephone_____

2.8 Cost Proposal Format

The Cost Proposal must contain cost detail and demonstrate that the proposed cost is realistically based on reasonable costs specific to the contract. Include the following information in the order listed below. All Exhibits mentioned in this section are provided in Appendix D (Required Forms).

- ***Cover Page*** identifying, at a minimum, the RFP title and the Proposer's name.
- ***Proposal and Budget Sheets - Exhibits 1 and 2***
- ***Budget Narrative Sheet - Exhibit 3***

All proposals must have a narrative attached to the budget providing a thorough and clear explanation of all projected line item budget costs. The narrative must

follow the same sequence as the line item budget, and include an explanation of the method of allocating costs for any joint or shared budget item. The budget and budget narrative will be made a part of the contract with the selected Proposer.

It is recommended to develop a budget based on unit price:

Cost per 1 square mile based on specific imagery products (with consideration taken for volume of square miles and various types of terrain - urban, semi-urban, rural, national forests or other similar types of land). All proposals must specify if offshore capacity for aerial imagery processing will be used. In such cases, proposals must specify the scope of operations to be outsourced, volume of work and other necessary provisions that will be implemented to achieve the high standards of QC, security, time schedules, etc. required for this project.

➤ *Employee Benefits Sheet - Exhibit 4*

➤ *Certification of Independent Price Determination & Acknowledgement of RFP Restrictions - Exhibit 5*

2.9 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal shall be sufficient cause for rejection of the proposal. The evaluation and determination in this area shall be in the CIO's sole judgment and his/her judgment shall be final.

3.0 SELECTION PROCESS AND EVALUATION CRITERIA

3.1 Selection Process

The County reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate and select the successful proposal(s). The selection process will begin the day after receipt of the proposal, August 2, 2005.

Evaluation of the proposals will be made by an Evaluation Committee selected by the CIO. The Committee will evaluate the proposals and will use the evaluation approach described herein to select a prospective Contractor.

After a prospective Contractor has been selected, the County and the prospective Contractor(s) will negotiate a contract for submission to the Board of Supervisors for its consideration and possible approval. If a satisfactory contract cannot be negotiated, the County may, at its sole discretion, begin contract negotiations with the next qualified Proposer who submitted a proposal, as determined by the County.

The recommendation by the CIO to award a contract will not bind the Board of Supervisors to award a contract to the prospective Contractor.

3.2 Adherence to Minimum Requirements (Pass/Fail)

A proposal must adhere to the minimum requirements outlined in Sub-paragraph 2.1, Minimum Mandatory Requirements.

3.3 Adherence to Format (Pass/Fail)

A proposal must adhere to the specific format outlined in Section 2.0, Proposal Submission Requirements of this RFP. Each section must be specifically labeled and in the same order as given in Section 2.0. Failure of the Proposer to adhere to this format may eliminate its proposal from any further consideration. The County may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

3.4 Proposal Evaluation and Criteria (80%)*

All proposals will be evaluated based on the criteria listed below. All proposals will receive a composite score and be ranked in numerical sequence from high to low. The Evaluation Committee may utilize the services of appropriate experts to assist in this evaluation. The Evaluation Committee may also, at its option, invite Proposers being

* The total points for the evaluation criteria will be 1,000. Therefore, 80% refers to 800 points from that total. Other references below in percentages will refer to that same 1,000 point total. See **Attachment 1**.

evaluated to make a verbal presentation to the Evaluation Committee or conduct site visits if appropriate.

3.4.1 Proposer's Approach to Providing Digital Aerial Imagery Services (30%)

The Evaluation Committee will evaluate submitted proposals using the following criteria:

- Proposed methodology of acquisition
- Proposed methodology of post processing
- Proposer's degree of satisfying or exceeding requirements in Appendix B (Statement of Work)

3.4.2 Proposer's Quality Control Plan (10%)

The Proposer will be evaluated on its ability to establish and maintain a complete Quality Control Plan to ensure the requirements of this Contract are provided as specified. Evaluation of the Quality Control Plan shall cover the proposed monitoring system of all Production Tasks as outlined in Appendix B (Statement of Work, Section 5.0).

3.4.3 Proposer's Delivery Schedule (5%)

The Evaluation Committee will evaluate the submitted proposals using the following criteria:

- Proposed delivery schedule
- Proposed schedule for eventual re-fly or re-process of imagery based on external Quality Assurance / Quality Control (QA/QC)
- Commitment to proposed project schedule with clearly specified requirements for weather conditions (or other conditions)

3.4.4 Proposer's Qualifications (20%)

The Evaluation Committee will evaluate the submitted proposals using the following criteria:

- Experience with digital imagery acquisitions and digital terrain models, photogrammetric missions and ortho imagery missions.
- Experience with LiDAR and elevation contour generation.
- Experience of professional staff with large digital imagery acquisition projects.
- Availability and technical status of digital sensors and aircraft.

- Availability of production facilities and hardware/software solutions.
- Client references from similar projects in the past two (2) years.

3.4.5 Proposer's Solution for Ownership, Licensing and Distribution of Imagery Products (5%)

The Evaluation Committee will evaluate the submitted proposals using the following criteria:

- Proposed ownership/licensing scheme and conditions.
- Proposed technology for distribution of imagery products to LAR-IAC participants.
- Proposed system for distribution (licensing) of imagery products to entities outside of LAR-IAC participants (including conditions or fees to be imposed, etc.).

3.4.6 Proposer's Samples of Digital Aerial Imagery Products (2%)

The Evaluation Committee will evaluate the submitted proposals using the following criteria:

- Samples of aerial imagery products (including digital and hard copies) created using the proposed methodology.

3.4.7 Acceptance/Exceptions to Terms and Conditions of Sample Agreement (3%)

The Proposer will be evaluated on willingness to accept Terms and Conditions outlined in Appendix A (Sample Agreement). All exceptions, if any, to the Terms and Conditions will be evaluated together with reasons, proposed alternative language, and impact, if any, on the Proposer's price.

The County may deduct a maximum of 3% (the maximum percentage for this area) from any proposal that takes exception to a contract clause. Proposers are further notified that the County may, in its sole determination, disqualify any Proposer with whom the County cannot satisfactorily negotiate a Contract.

3.4.8 Financial Capability (5%)

Evaluation of the Proposer's financial capability is based on information provided in Section B.3 – Financial Capability (Sub-paragraph 2.7.4, Proposer's Qualifications).

3.5 Cost Proposal Evaluation Criteria (20%)

The maximum number of possible points will be awarded to the lowest price proposal. All other proposals will be compared to the lowest price and points awarded accordingly.

Lowest Price = A

Price of Proposal Being Evaluated = B

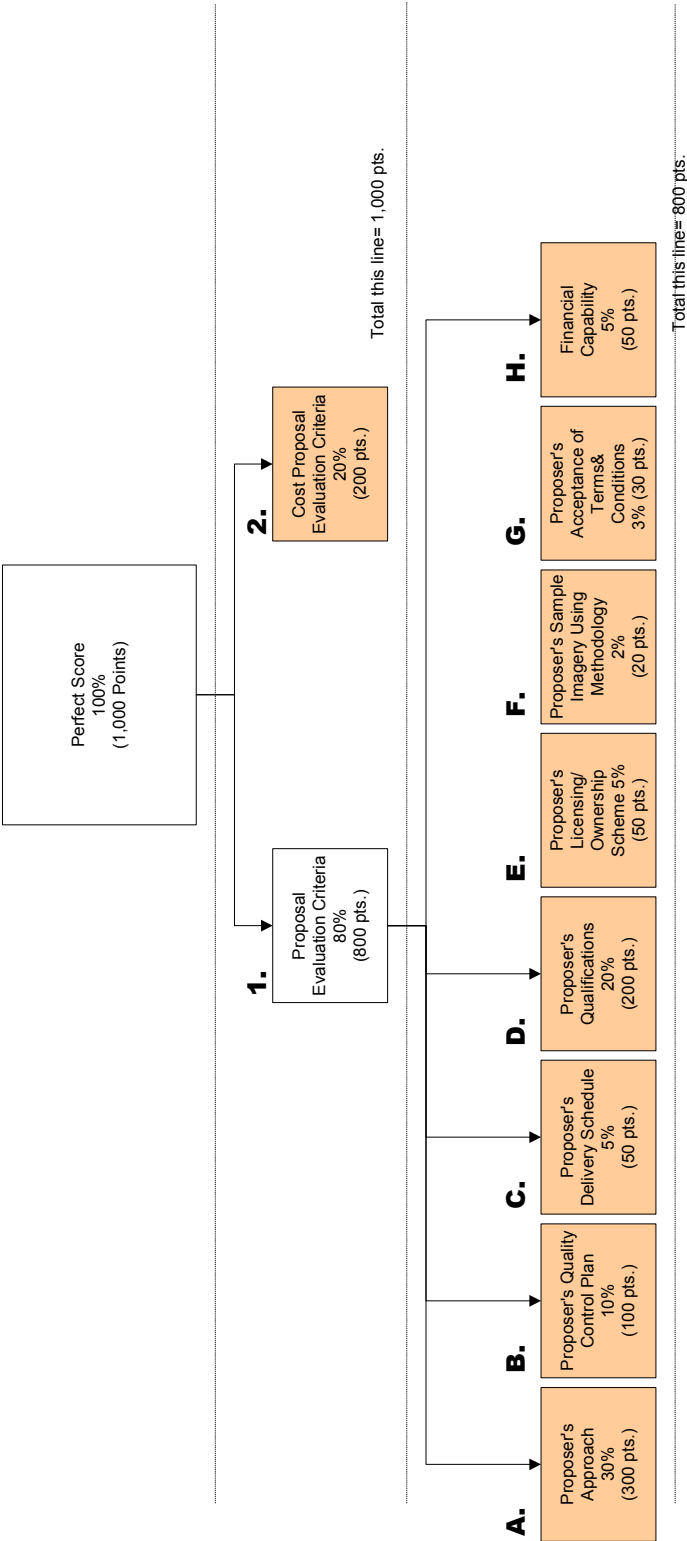
$A \div B \times \text{number of points assigned to that category} = \text{Price Score}$

3.6 Labor Law/Payroll Violations (Living Wage Solicitations)

Applying established criteria, the County may deduct from 1 to 20 percent of the maximum number of available evaluation points for labor law/payroll violations, with substantially increased deductions for a contractor's failure to disclose reportable violations; see Appendix I (Guidelines for Assessment of Proposer Labor Law/Payroll Violations). Pending claims (i.e., claims that do not have a final disposition) will not result in point deductions; however, such claims may be reported to the Board of Supervisors before a contract is awarded.

ATTACHMENT 1 – EVALUATION CRITERIA FLOWCHART

Evaluation Criteria for GIS Services for the LAR-IAC



Note: Shades boxes added together will yield the total of 1,000 points.

Prepared: 03/31/2005
Revised: 05/02/2005